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BOOK 8810 PAGE 758

No. B-83, 451

IN THE MATER OF THE MARRIAGE OF	$	IN THE DISTRICT COURT OF
CAROLE BAILEY BURROW AND VERNON HOUSTON BURROW	$	ECTOR COUNTY TEXAS
	$	161ST JUDICIAL DISTRICT

DECREE OF DIVORCE

On the 11 day of June, 1990, Petitioner, CAROLE BAILEY BURROW, appeared in person and by attorney and announce ready for trial.

Respondent, having heretofore approved this Decree of Divorce by and through his attorney, did not otherwise appear.

The Court, having examined the pleadings and heard the evidence and argument of counsel, finds that all necessary residence qualifications and prerequisites of law have been legally satisfied and that this Court has jurisdiction of all the parties and subject matter of this cause. A jury was waived, and all matters in controversy, including questions of fact and of law, were submitted to the Court. All persons entitled to citation were properly cited.

The making of a record of testimony was waived by the parties with the consent of the Court.

IT IS DECREED THAT CAROLE BAILEY BURROW, Petitioner, and VERNON HOUSTON BURROW, Respondent, be and they are hereby divorced.

The Court finds that there were no child or children born to the marriage of Petitioner and Respondent and that none are expected.

The Court finds that the following is just and right, having due regard for the rights of each party:

IT IS DECREED that the estate of the parties be divided as follows:

Petitioner is awarded the following as Petitioner's sole and separate property, and Respondent is hereby divested of all right, title, and interest in and to such property:

1. An undivided one quarter (1/4) interest in the property and improvements located at 338 21st Avenue N., Nashville, Davidson County, Tennessee, and also described as follows:

   Being Lot No. 118 of block 9 in Division "B" on the plan of the Murphy Land Company property, as of record in Book 161, Page 126, Register's Office for Davidson County, Tennessee.

2. All household furniture, furnishings, fixtures, goods appliances, and equipment in the possession of or subject to the control of Petitioner.

3. All clothing jewelry, and other personal effects in the possession of or subject to the control of Petitioner.

4. One certain 1989 Honda Automobile, vehicle identification number JHMBA4124KC034052.

5. Any and all sums of cash in the possession of or subject to the control of Petitioner, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's name or from which Petitioner has the right to withdraw funds or which are subject to Petitioner's control.

6. Any and all policies of life insurance insuring the life of Petitioner.

Respondent is awarded the following as Respondent's sole and separate property, and Petitioner is hereby divested of all right, title and interest in and to such property:

1. An undivided one quarter (1/4) interest in the property and improvements located at 338 21st Avenue N., Nashville, Davidson County, Tennessee, and also described as follows:

> Being Lot No. 118 of block 9 in Division "B" on the plan of the Murphy Land Company property, as of record in Book 161, Page 126, Register's Office for Davidson County, Tennessee.

2. All household furniture, furnishings, fixtures, goods appliances, and equipment in the possession of or subject to the control of Respondent.
3. All clothing jewelry, and other personal effects in the possession of or subject to the control of Respondent.
4. One certain 1987 Buick Century automobile, vehicle identification number 1G4AL51R3HD441496.
5. Any and all sums of cash in the possession of or subject to the control of Respondent, including money on account in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's name or from which Respondent has the right to withdraw funds or which are subject to Respondent's control.
6. Any and all policies of life insurance insuring the life of Respondent.

Petitioner an Respondent are participants in certain pension assets held in the Cumberland Presbyterian Retirement Plan Number Two and said retirement benefits shall be divided pursuant to the following:

This Decree of Divorce shall be a "qualified domestic relations order" pursuant to section 414(p) of

the Internal Revenue Code. In compliance with that provision the following is ORDERED and specified:

1. This qualified domestic relations order assigns a portion of the benefits payable in the CUMBERLAND PRESBYTERIAN RETIREMENT PLAN NUMBER TWO ("the Plan") to CAROLE BAILEY BURROW in recognition of the existence of her marital rights in VERNON HOUSTON BURROW'S retirement benefits as defined by Texas Law in Berry v. Berry, 647 S.W.2d 945 (Tex. 1983).

2. Participant in the Plan is VERNON HOUSTON BURROW, whose last known mailing address is 18840 Stone Oak Parkway, San Antonio, Texas 78216 and whose birth date is January 19, 1932.

3. Alternate Payee is CAROLE BAILEY BURROW, whose last known mailing address is P. O. Box 13190, Odessa, Texas 79768 and whose birth date is July 10, 1939.

4. On the date of this divorce, Participant's accrued benefit in the Plan is the total sum of ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED THIRTY-TWO AND 13/100 DOLLARS ($111,932.13).

5. As part of a just and right division of the estate of the parties, the Court awards, assigns, and grants to Alternate Payee the sum of FORTY-SEVEN

THOUSAND TWO HUNDRED FORTY-ONE AND 96/100 DOLLARS ($47,241.96) from Participant's account in the Cumberland Presbyterian Retirement Plan Number Two, plus all earnings on that sum from the date of this Decree of Divorce forward. That sum shall be paid into and segregated in a separate account by the Plan Administrator solely under the name of Alternate Payee for Alternate Payee's benefit and as Alternate Payee's sole and separate property. All earnings and incremental increases on that $47,241.96 sum shall be the sole and separate property of Alternate Payee. Alternate Payee shall have the right to elect to withdraw funds from the Plan on or after the date on which Participant becomes eligible to withdraw funds from the Plan, or on or after the date participant attains (or would have attained) the "earliest retirement age" as that term is defined by the Internal Revenue Code of 1986, § 414(p)(4) [but taking into account only the present value of benefit actually accrued and not taking into account the present value of any employer subsidy for the early retirement]. Alternate Payee shall have the right to elect any form of benefits permitted by the Plan as of the

date Alternate Payee elects to begin receiving benefits.

6. This qualified domestic relations order shall apply until all sums in Alternate Payee's segregated account have been distributed to Alternate Payee or, in the event of Alternate Payee's death, to Alternate Payee's designated beneficiary. This qualified domestic relations order is not intended to require the Plan to provide any type or form of benefits or any option not otherwise provided by the Plan, nor shall this order require the Plan to provide for increased benefits (determined on the basis of actual value). This qualified domestic relations order does not require the Plan to provide benefits to Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

7. The benefits hereby assigned to Alternate Payee shall be paid to Alternate Payee notwithstanding Participant's anticipated continued employment with the Cumberland Presbyterian Church.

8. All benefits payable under the Cumberland Presbyterian Retirement Plan Number Two other than

those payable to CAROLE BAILEY BURROW shall be payable to VERNON HOUSTON BURROW in such manner and form as VERNON HOUSTON BURROW may elect in his sole and undivided discretion, subject only to Plan requirements.

9. CAROLE BAILEY BURROW is ORDERED AND DECREED to report any retirement payments received on any applicable income tax return. The pension trustee is authorized to issue a Form W-2P on any direct payment made to CAROLE BAILEY BURROW.

10. While it is anticipated that the Plan Administrator will pay directly to CAROLE BAILEY BURROW the benefit awarded to her, VERNON HOUSTON BURROW is designated a constructive trustee to the extent he receives any retirement benefits under the CUMBERLAND PRESBYTERIAN RETIREMENT PLAN NUMBER TWO that are due to CAROLE BAILEY BURROW but paid to VERNON HOUSTON BURROW. VERNON HOUSTON BURROW is ORDERED AND DECREED to pay the benefit defined above directly to CAROLE BAILEY BURROW within three days after receipt by VERNON HOUSTON BURROW.

IT IS DECREED that Petitioner shall pay, as a part of the division of the estate of the parties, the following debts and

obligations and shall indemnify and hold Respondent harmless from any failure to discharge such debts and obligations:

1. One-half the balance owed on the debt attributable to Petitioner and Respondent secured by the house located at 338 21st Avenue N., Nashville, Tennessee, referred to above, after ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1,100.00) has been subtracted from the balance owed on the debt attributed to Petitioner and Respondent;

2. The balance due, including principal, interest, and all other charges, on that certain promissory note payable to Texas Bank, Odessa, Texas, and given as part of the purchase price of and secured by a lien on the 1989 Honda Automobile herein awarded to Petitioner.

3. The following debts, charges, liabilities, and obligations:

	NAME	ACCOUNT NUMBER
A.	Dillard's	0059 70173
B.	Montgomery-Wards	71466 5081
C.	Master Card	5220-1030-1642-1336
D.	Visa	4439-0130-0309-1267

4. Any and all debts, charges, liabilities, and other obligations incurred by Petitioner from and after

March 30, 1989, unless express provision is herein to the contrary.

IT IS DECREED that Respondent shall pay, as part of the division of the estate of the parties, the following debts and obligations and shall indemnify and hold Petitioner harmless from any failure to discharge such debts and obligations:

1. ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1,100.00) plus one-half the balance owed on the debt attributed to Petitioner and Respondent secured by the house located at 338 21st Avenue N., Nashville, Tennessee, referred to above after the amount of ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($1,100.00) has been subtracted from the balance of the debt attributed to Petitioner and Respondent.

2. The balance due, including principal, interest, and all other charges on that certain promissory note payable to First State Bank, Odessa, Texas and given as part of the purchase price of and secured by a lien on the 1987 Buick automobile herein awarded to Respondent;

3. The following debts, charges, liabilities, and obligations:

   A. First American MasterCard
   B. Diamond Shamrock

4. Any and all debts, charges, liabilities and other obligations incurred by Respondent from and after March 30, 1989, unless express provision is herein to the contrary.

IT IS DECREED that each party shall bear his or her own liability for taxes on income earned by the respective party. In the tax year of 1989, Petitioner and Respondent received payment from the Tennessee consolidated Retirement System in the amount of SIX THOUSAND SIX HUNDRED SEVENTY AND 82/100 DOLLARS ($6,670.82), of which the sum of THREE THOUSAND TWENTY-SIX AND 80/100 ($3,026.80) was taxable under the Internal Revenue Code. Petitioner shall bear liability for taxes on the amount of TWO THOUSAND SEVEN HUNDRED NINETY-NINE AND 93/100 DOLLARS ($2,799.93), while Respondent shall bear liability for taxes on the amount of TWO HUNDRED TWENTY-SIX AND 87/100 DOLLARS ($226.87).

IT IS DECREED that Petitioner and Respondent shall each use their best efforts to place for sale the property located at 388 21st Avenue N., Nashville, Davidson County, Tennessee, described above and to cooperate with one another to sell their undivided interest in said property. Each party will keep the other party completely informed of the activities relating to the sale and disposition of the property.

IT IS DECREED that Petitioner and Respondent shall execute all instruments necessary to effect this Decree and that

Petitioner and Respondent have all appropriate and necessary writs, execution, and process, as many and as often as is necessary to accomplish the execution and final disposition of this Judgment.

All costs of Court expended in this cause are adjudged against the party by whom incurred for which let execution issue.

IT IS DECREED that all relief requested in this cause and not expressly granted herein be and is hereby denied.

SIGNED this 11 day of June, 1990.

George W. Svanas
JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE

John W. Cliff
John W. Cliff, Jr.,
Attorney for Respondent

APPROVED AS TO FORM AND SUBSTANCE

Fred M. Mickey Jones
Fred M. "Mickey" Jones,
Attorney for Plaintiff

7.2656

IDENTIFICATION REFERENCE

Dec 10 1 25 PM '91

DAVIDSON COUNTY, TN

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ATTEST 12-9-92, 19 92
GIVEN UNDER MY HAND AND
SEAL
OF COURT
JACKIE SUE BARNES, Dist Clerk
161st District Court
Ector County, Texas
By Jackie Sue Barnes
Deputy